

**CITY OF LINCOLN  
COUNTY OF LANCASTER**

Vince M. Mejer, CPPO, C.P.M.  
Purchasing Agent

(402) 441-7410 Fax: (402) 441-6513

**QUOTATION REQUEST**

Quote Prices F.O.B. Destination  
Lincoln, Nebraska

Date - 3/10/03  
Order No. - 1359 CQ  
Date Due - 03/24/03

QUOTATION MUST BE RECEIVED IN  
THE PURCHASING DIVISION OFFICE BY  
THE QUOTE DATE SPECIFIED ABOVE.

PLEASE MAKE NECESSARY VENDOR  
INFORMATION CORRECTIONS ON THIS FORM:

**VENDOR INFORMATION**

**Return Quotation Request To:**

Purchasing Division  
K-Street Complex  
440 S 8th St Ste 200  
Lincoln NE 68508  
Kopplin, Tom - Quotes

Buyer

Item Number /	Description	Quantity	UM	Unit Price	Total Price
98836000000	Grounds Maintenance: Mowing, E dging, Plant (Not Tree) Trimmi ng, etc. MOWING OF APPROXIMATELY 12 ACRES AT THE LINCOLN WATER SYSTEM ASHLAND TREATMENT PLANT FACILITIES LOCATED AT 401 HIGHWAY 6 IN ASHLAND, NEBRASKA AS PER ATTACHED SPECIFICATIONS.	1	EA		

Please fax your quotation back to us by 4:30 p.m. on the  
above referenced date. Fax to attention of Debbie Winkler  
at 402/441-6513.

**VENDOR MUST COMPLETE THE FOLLOWING**

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
EMPLOYER FEDERAL ID NO. OR  
SOCIAL SECURITY NUMBER \_\_\_\_\_

BY (PRINT NAME) \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_  
DELIVERY SCHEDULE \_\_\_\_\_  
DAYS ARO

**PURCHASING DIVISION  
CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA  
INSTRUCTIONS TO BIDDERS**

1. **BIDDING PROCEDURE** - A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
2. **FAIR EMPLOYMENT PRACTICES** - Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
3. **DATA PRIVACY** - Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
4. **INDEPENDENT PRICE DETERMINATION** - By signing and submitting this bid, the bidder certifies that: The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
5. **CLARIFICATION OF SPECIFICATION DOCUMENTS** - Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid.
6. **BRAND NAMES** - If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
7. **DEMONSTRATION/SAMPLES** - If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
8. **DELIVERY** - Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
9. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
10. **ACCEPTANCE OF MATERIAL** - The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
11. **BID EVALUATION AND AWARD** - The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
12. **TERMS OF PAYMENT** - Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.
13. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**Mowing Contract  
Lincoln Water System  
Ashland Treatment Plant**

Mowing of approximately 12 acres at the Lincoln Water System Ashland Treatment Plant facilities located at 401 Highway 6 in Ashland, Nebraska.

Mowing and trimming should be coordinate with Lincoln Water System staff as needed. Mowing heights range from 3 1/2" as require by Lincoln Water System. Mowing can be reviewed at a Pre-bid meeting on March 19, 2003 at 10:00am at 401 Highway 6, Ashland , Nebraska by contacting Diane Poole, Lincoln Water System at (402) 944-3306.

The bid price per time mowed to include the cost of personnel, material and Equipment.

There will be a \$1,000,000 general liability insurance requirement. Contractor shall name the City of Lincoln as additional insured as pertains to the performance of mowing. Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.

With option to renew the contract for one year.

**Specifications for Turf Mowing  
Lincoln Water System Treatment Facilities  
Ashland, Nebraska**

**1.0 Scope**

- 1.1 The City of Lincoln Water System desires to contract services for turf mowing at the Water Treatment Facility located in Ashland, Nebraska.
- 1.2 The term of the agreement shall be for the 2003 season, with options to renew for additional one year term at the prices being bid.
  - 1.2.1 The Ashland Water Treatment Facility location will begin the mowing season on May 1 through October 30, 2003 for a total of 26 weekly mowings.
- 1.3 The attached sample agreement and location maps serve as specifications and describes the obligations of the City and Contractor.
- 1.4 Potential bidders are encouraged to attend a pre-bid conference and scheduled site visitation to familiarize themselves with the work, the arrangement, and layout of the treatment facilities, determined exact square footage and the particularities of the operation.

**2.0 Agreement and Insurance Requirements**

- 2.1 Within fourteen (14) calendar days after the award of bid(s), the Contractor(s) must execute a written agreement between the Contractor and City.
- 2.2 Also within such time period, the Contractor shall furnish with the agreement a certificate of insurance in accordance with the requirements specified in the agreement.
  - 2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate Of Insurance form, showing the City as a named additional insured as pertains to the performance of this agreement.
  - 2.2.2 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

**3.0 Bidding Procedure and Award of Bid**

- 3.1 Bidders are encouraged to attend a pre-bid conference and site visitation scheduled for March 19, 2003 at 10:00 a.m. located at the Lincoln Water System Treatment Facility Administration Building, 401 Highway 6 in Ashland, Nebraska.
- 3.2 The contact person for the Lincoln Water System will be Diane Poole, 402-944-3306.

**Service Agreement  
Turf Mowing for the Ashland water Treatment Facility**

**This agreement**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between \_\_\_\_\_, hereinafter referred to as Contractor, and the **City of Lincoln, Nebraska**, a body corporate and public, hereinafter referred to as City.

**Whereas**, the city has full responsibility and control over treatment facilities grounds, building structures, streets and all matters pertaining thereto; and

**Whereas**, from time to time the City's resources are insufficient to accomplish mowing to turf areas in a timely manner or when it is not an efficient use of city staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

**Whereas**, it is the purpose of this agreement to provide for the contractor to perform such maintenance service for the City.

**NOW, THEREFORE, WITNESSETH**, that:

- 1.0 The contractor hereby agrees to perform turf mowing at the **Ashland Water Treatment Facility** as herein set forth during the 2003 mowing season between May 1, 2003 and October 30, 2003.
- 2.0 The agreement may, by mutual consent, be renewed for additional one year terms at the prices indicated below.
- 3.0 Turf areas requiring mowing height applications.
  - 3.1 Estimated Square footage of the Ashland Treatment Facility- 12 acres.
- 4.0 Work shall involve approximately 26 ( weekly) mowing during the term of this agreement.
  - 4.1 All work shall be coordinated with the facility Assistant Superintendent of Maintenance or his designated representative.
  - 4.2 The period of time between mowing is intended to be weekly, but may vary during the mowing season due to weather conditions.
    - 4.2.1 Contractor shall contact the facility Assistant Superintendent of Maintenance for mowing schedule adjustments during extended periods of inclement weather.

- 4.3 Each mowing shall be performed between the hours of 7:00 a.m. and 7:00 p.m., during a two (2) consecutive day period.
- 4.4 Mowing height guidelines by areas are as follows:
  - 4.4.1 Mowing at 3 ½" height. Mowed weekly.
  - 4.4.2 Wild Flowers mow at 3" height mowed (1) year.
- 4.5 All obstacles shall be string trimmed on the same day that mowing is performed.
  - 4.5.1 String trimmed areas shall not exceed the established mowing height.
  - 4.5.2 Trimming shall be performed around trees, shrubs, light posts, sign posts, curbs, and treatment facility structures.
  - 4.5.6 Contractors shall take caution as not damage trees , shrubs, and other structures.
- 4.6 Grass clippings shall be evenly dispersed so that they are not left in wind rows.
  - 4.6.1 Grass shall not be blown into the street or onto sidewalks.
  - 4.6.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.
- 5.0 Equipment used in the performance of this agreement shall be furnished by the Contractor.
  - 5.1 The following is a list of Contractor's equipment to be utilized.
    - 5.1.1 Mowers: \_\_\_\_\_
    - 5.1.2 Trimmers: \_\_\_\_\_
    - 5.1.3 Transport Equipment: \_\_\_\_\_
- 5.2 All equipment must be well maintained and in a good safe operating condition.
  - 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.
- 6.0 Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.

- 7.0 Turf maintenance service shall be performed at the following rates per area, per time for the term of the agreement.
- 7.1 Turf maintenance Ashland Water Treatment Facility.
- Per Mowing and Trimming \_\_\_\_\_ /per time  
Wild Flower areas \_\_\_\_\_ 1 per year
- 7.2 Contractor shall submit to the facility Assistant Superintendent of Maintenance invoices itemizing the services invoiced.
- 8.0 The Contractor is an independent contractor for the purposes of the Agreement, and neither the contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the city.
- 9.0 Contractor shall provide general liability insurance in the amounts of \$1,000,000 combined single limit for property damage and personal injury.
- 9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.
- 9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this agreement.
- 9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the contractor who perform any work under this agreement.
- 9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
- 10.0 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 10.1 Contractor shall comply with the provisions of chapter 11.08 of the Lincoln Municipal Code.
- 11.0 This Agreement may be canceled by either party hereto any time during the term of the agreement upon thirty (30) days written notice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

ATTEST

City of Lincoln, Nebraska

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

CONTRACTOR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address/ P.O. Box

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
By: Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title